Form PTO-1594 RECORDATION FO	RM COVER SHEET U. S. Department of Commerce
(rev 06/04) TRADEMARKS ONLY Patent and Trademark Office	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:	
1. Name of conveying party(ies)/Execution Date(s):	Name and Address of receiving party(ies) Additional name(s) & address(es) attached? Yes _X_ No
SunPower Corporation	Name: Credit Suisse, Cayman Islands
430 Indio Way	Branch
Sunnyvale, CA 94086	Internal Address:
	Street Address: Eleven Madison Avenue
Individual(s) Association	
General Partnership Limited Partnership	City: New York
X Corporation	State: New York
Other	Country: USA Zip: 10010
Citizenship <u>Delaware</u>	
Execution Date(s) <u>December 2, 2005</u>	
Additional name(s) of conveying party(ies) attached? Yes X_ No	Association – Citizenship
	General Partnership – Citizenship
3. Nature of conveyance:	Limited Partnership Citizenship
Assignment Merger	Corporation - Citizenship
X Security Agreement Change of Name	X Other <u>Swiss Bank</u> Citizenship <u>Switzerland</u>
Government Interest Assignment Other	Citizenship <u>Owitzenand</u>
Other	If assignee is not domiciled in the United States, a domestic
4. Application number(s) or registration number(s	representative designation is attached Yes X No.
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A. Trademark Application No(s).	B. Trademark Registration No(s).
	2690090
Additional numbers attached? Yes _X_ No	
5. Name and address of party to whom corres-	6. Total number of applications
pondence concerning document should be mailed:	and registrations involved: 1
Innethan Saidan Eag	7. Total fee (37 CFR 1.21(h) and 3.41) \$40
Jonathan Seiden, Esq.	7. 10tai iee (57 CFR 1.21(11) and 5.41) \$\frac{\pi+\pi}{2}\$
SKADDEN, ARPS, SLATE, MEAGHER	X All fees and any deficiencies are authorized to be
_ & FLOM LLP	charged to Deposit Account
Four Times Square	(Our Ref. 217730/1926)
New York, New York 10036	
Tel: (212) 735-3697	8. Payment Information
Fax: (917) 777-3697	Deposit Account No. 19-2385
JSeiden@skadden.com	Authorized user Name: Philip H. Bartels
9. Signature.	
-/2 O 1	December 14, 2005
Signature	Date
Jonathan Seiden Name of Person Signing	Total number of pages including cover sheet, and documents:

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 2, 2005, is entered into by and between SunPower Corporation, a Delaware corporation located at 430 Indio Way, Sunnyvale, California 94086 ("Grantor"), and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 2, 2005, between the Assignee and Grantor, amongst others, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of December 2, 2005, among SunPower Corporation and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

- (a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.
- Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.
- The security interest granted hereby is granted concurrently and (c) in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not

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TRADEMARK **REEL: 003240 FRAME: 0968** preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SUNPOWER CORPORATION

By:

Name: Emmanuel Hekmandes

Title. $\zeta F \zeta$

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ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent

By:

Name: Title:

IAN NALÎTT VICE PRESIDENT

By:

Name:

Title:

THOMAS R. CANTELLO VIUE PRESIDENT

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Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>

Reg. No. / (Ser. No.) Date Filed

Grantor

SunPower Corporation 2,690,090

Jul. 11, 2001 SunPower Corporation

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RECORDED: 12/15/2005

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